

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC-SDNY
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COMTECH TELECOMMUNICATIONS
CORP. and TELECOMMUNICATION
SYSTEMS, INC.,

Plaintiffs,

v.

EUSEBIA, LTD. *f/k/a* VIDEODOC
TECHNOLOGIES, LTD.,

Defendant.

19-CV-6694 (RA)

ORDER & DEFAULT JUDGMENT

RONNIE ABRAMS, United States District Judge:

This action having been commenced on July 18, 2019 by the filing of the Complaint; a copy of the Summons and Complaint having been served on Defendant Eusebia, Ltd., formerly known as VideoDoc Technologies, Ltd. by mail pursuant to Fed. R. Civ. P. Rule 4(f)(2)(C)(ii) on July 31, 2019; copies of the Amended Complaint having been served on Defendant by mail pursuant to Rule 4(f)(2)(C)(ii) on August 7, October 25, and October 30, 2019; proof of service having been filed on July 31, August 7, October 25, and October 30, 2019; Defendant not having answered the Complaint or the Amended Complaint, and the time for answering those pleadings having expired, it is:

ORDERED, ADJUDGED AND DECREED: That Plaintiffs' motion for a default judgment against Defendant is granted; accordingly, judgment is entered against Defendants as follows:

1. Plaintiffs are awarded \$423,029 in damages; \$8,838.30 in attorneys' fees and costs; and \$21,764 in prejudgment interest;

2. Defendant shall immediately return to Plaintiffs or destroy all information and documentation of Plaintiffs that has been marked as confidential or proprietary or is otherwise not generally available to the public including, without limitation, trade secrets, marketing and sales information, product information, technical information and technology, information about trade techniques and other processes and procedures, financial information, business information, plans and prospects, and specifically including the VirtuMedix® source code, object code, and application programming interface (“API”) (“Confidential Information”), in the custody, or control, or in the possession, custody, or control of its agents, servants, employees, attorneys-in-fact, successors, assignees, parents, subsidiaries, and those persons in active concert or participation with them. “Confidential Information” shall not include information that (a) was independently developed by Defendant, without use of or reliance on Confidential Information and without violating the Plaintiffs’ proprietary rights, (b) is publicly known (other than through unauthorized disclosure by Defendant), (c) was already known by the recipient at the time of disclosure, or (d) was rightfully received by Defendant from a third party, free of any obligation of confidentiality;
3. Defendant shall immediately terminate, effective July 17, 2019, all agreements through which Defendant has granted to any third party any rights or licenses granted to Defendant by Plaintiffs pursuant to the VirtuMedix® Provider Partner Agreement between VideoDoc LTD and TeleCommunication Systems, Inc., dated May 24, 2015 (“Platform License”); and
4. Defendant shall provide Plaintiffs with an affidavit certifying compliance with the

orders set forth in paragraphs 2 and 3 above within thirty (30) days of entry of this
Judgment.

SO ORDERED.

Dated: February 7, 2020
New York, New York



Ronnie Abrams
United States District Judge